

REQUEST FOR QUALIFICATIONS



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

DATE ADVERTISED: **August 24, 2006**

RFQ Title: **King County Health Reform Initiative Master Contract Project**
Requesting Dept./ Div.: **King County Department of Executive Services – Human Resources Division**
RFQ Number: **147-06RLD**
Due Date: **September 14, 2006 – no later than 2:00 P.M.**
Buyer: **Roy L. Dodman** roy.dodman@metrokc.gov, (206) 263-4266

Pre-Submittal Conference:

A conference to discuss questions related to this RFQ shall be held at **10:00 a.m. on September 6, 2006**, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Qualification Submittals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax
Prime Submitter SEDB Certification number (if applicable - see Section II, Part M of this RFQ)		

This Request for Qualifications will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed qualification submittals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding the *Health Reform Initiative – Master Contracts Project* for the *King County Department of Executive Services – Human Resources Division*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Submitter to sign and return *this entire Request for Qualification (RFQ) document*. The Submitter shall provide *one unbound original* and *three (3) copies* of the submittal response, data or attachments offered, for *four (4) items* total. The original in both cases shall be noted or stamped "Original".

Pre-Submittal Conference: A conference to discuss questions related to this RFQ shall be held at 10:00 a.m. on Wednesday, September 6, 2006, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions:

<http://metrokc.gov/procurement/contact/findus.aspx>.

Questions: After the Pre-Submittal Conference, Submitters will be required to submit any further questions in writing prior to the close of business Thursday, September 7, 2006 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov / *Secondary* – Cathy M. Betts, Buyer cathy.betts@metrokc.gov. Questions may also be sent via email to the address above.

SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted qualifications and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with qualification submittals. Those materials will be available for review at King County Procurement.
- C. No other distribution of qualifications will be made by the Submitters prior to any public disclosure regarding the RFQ, the submittal or any subsequent awards without written approval by King County. For this RFQ all qualification submittals received by King County shall remain valid for ninety (90) days from the date of submittal. All submittals received in response to this RFQ will be retained.
- D. Submittals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Submitter's abilities to meet the requirements of this RFQ. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any qualification submittals deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFQ, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Submitter prior to issuing the contract.
- H. A contract may be negotiated with the Submitter whose qualifications would be most advantageous to King County in the opinion of the King County Department of Executive Services, all factors considered. King County reserves the right to reject any or all qualification submittals.

- I. It is proposed that if a selection is made as a result of this RFQ, contracts with fixed price, known prices will be negotiated. Negotiations may be undertaken with those Submitters who are considered to be the most suitable for the work as described in this RFQ. This solicitation is primarily designed to identify the most qualified firms.
- J. This RFQ shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFQ may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.
- K. The contents of the qualification submittal of the selected Submitter shall become contractual obligations if a contract ensues. Failure of the Submitter to accept these obligations may result in cancellation of their selection.
- L. A contract between the Contractor and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFQ *as issued* by King County, and the response to the RFQ. The contract must include, and be consistent with, the specifications and provisions stated in the RFQ.
- M. News releases pertaining to this RFQ, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any bid, proposal or submittal after the time and date specified on the Request for Qualifications. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Submitters about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer
(206) 263-4266
roy.dodman@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either bids, proposals, submittals, or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Term Service Requirement

If a contract is awarded based on this RFQ, it may contain the following provision:

Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of Executive Services

Services, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Goods & Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential Submitter. Each Submitter bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a Proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* register with the County via the Procurement website. To register, access "Contact Us" on the left side of the screen, then "Vendor Registration". As this point you will need to submit complete information regarding your company and primary contact, as well as additional information you feel is relevant. Please note which document/documents were downloaded.

After submittals have been opened in public, the County will post a listing of the consultants submitting qualifications at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Goods & Services" portion of the site for a listing, as well as a notification of a final determination.

Unless otherwise requested, letters and other transmittals pertaining to this RFQ will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this submittal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Qualifications submitted under this RFQ shall be considered public documents and with limited exceptions qualification submittals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of your submittal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Submitter considers any portion of his/her submittal to be protected under the law, the Submitter shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Submitter shall also use the descriptions above in the following table to identify the affected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Submitter of the request and allow the Submitter ten (10) days to take whatever action it deems necessary to protect its interests. If the Submitter fails or neglects to take

such action within said period, the County will release the portion of the submittal deemed subject to disclosure. By submitting qualifications, the Submitter assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Submitters are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFQ.
- V. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of submittals. Any pre-packaged material received by a potential submitter prior to the receipt of qualifications shall not be reviewed by the County.
- W. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

PART A - Introduction

The King County Health Reform Initiative Team is soliciting qualifications from organizations qualified and interested in providing classes, trainings and instruction in support of the Healthy Workplace Initiatives Program. One-time or multi-session classes, trainings and instruction to support health/fitness are the goal. Examples include yoga classes, Pilates classes, cycling classes, weight conditioning classes and nutrition classes.

PART B - Background and Requirements

The Health Reform Initiative is an ongoing program that requires a myriad of supporting actions to help control increasing employee health care costs. Programs are required to assist employees in building and improving healthy life habits.

The County's medical costs are expected to increase from \$107 million in 2005 to \$176 million in 2009 if the issue is not addressed. Past efforts at health care cost containment have not stemmed the cost trend and the county began looking at alternative approaches.

King County has approximately 13,500 employees. Average employee age is a little over 48, and average annual wage is \$53,538. The County is highly unionized (87 percent) and has 97 separate bargaining units. There are over 150 separate worksites, with the majority of employees located in the downtown Seattle area, and in the Kent/Renton area. Many County services operate 24/7; therefore many county employees work evening and night shifts, including weekends.

King County currently has very limited exercise facilities and exercise support equipment. A recent inventory of locations and of available facilities indicates there are over 50 self-managed exercise facilities in use today. These facilities support a small percentage of King County employees, but represent a high value to the employees. Further because of the limited facilities and equipment many of the classes sought by King County will not be able to be administered onsite. Vendors with facilities, equipment and a trained professional staff accessible and available are required.

King County is specifically looking for services in the following categories:

- Cycling (spinning Classes)
- Stretching Classes
- Ergonomics Classes
- Stress Management
- Nutrition Classes
- Tai-Chi Classes
- Pilates Classes
- General Wellness Classes
- Strength Training
- Yoga Classes

Goal/Objective: Master contracts for these services need to be provided to create a pool of organizations with instructors, consultants, trainers and facilities. This will permit departments and King County agencies to provide these programs and services without going through a separate competitive procurement process. This will save considerable time and money.

Organizations/providers selected and placed under contract in the provider pool will not be guaranteed a minimum level of work and will agree to be available on an as-needed basis. The Health Reform Initiative staff will recommend qualified providers to the directors, managers and supervisors requesting the services. King County is at no time required to select from the pool of providers. King County departments may elect to hire a provider through other competitive procurement processes.

General Principles for the Healthy Workplace Program:

- Participation in the program is available only to King County employees
- Vendors cannot sell products or services at King County worksites, but they may be made available for employees to order via a website or other means.
- Employee participation is permitted only during non-duty times
- Participation in the program is strictly voluntary by employees
- King County will fund the cost of participating when approved by the Health Reform Initiative Executive Oversight Committee.
- Physical activity classes may be held at work locations throughout the County with up to 30 attendees.
- Classroom instruction may be conducted at King County worksites and may be for groups as large as 75.
- For onsite classes and trainings King County will provide suitable meeting space and facilitate program advertising, including print/poster and Web resources.
- Payment for services: at the conclusion of class or instruction series.
- All employees participating in any program that has athletic activity will be required to sign a release and waiver any claims against King County.

PART C - Scope of Work

It is preferred, but not required, that the prospective provider provide all of the following:

1. Onsite worksite and off worksite instruction, trainings and classes to include:
 - Ergonomics Classes
 - Nutrition Classes
 - Pilates Classes
 - Stretching Classes
 - Stress Management Classes
 - Tai-Chi Classes
 - General Wellness Classes
 - Yoga Classes
2. Provide off-site classes to include:
 - Cycling (spinning) Classes
 - Strength Training Classes
3. Provide certified instructors who emphasize safe, effective and inspiring classes, while teaching a program of exercise for maintaining fitness and health.
4. Provide appropriate guidelines for determining participants who need to be evaluated by qualified health professionals.
5. Provide guidelines for determining reasonable activity goals and safety of participants.
6. Provide feedback to King County to include but not be limited to a customer satisfaction surveys, and the number of participants for classes/sessions. This information will be used by King County to evaluate the value and effectiveness of these offerings for both the participants and King County.

PART D - Proposer Qualifications

Please provide the following information:

- Describe your experience providing healthy worksite education and participant training and classes in a worksite based program. Please provide contact names and phone numbers/email addresses of at least three current employer clients.

- Provide the name, contact information and qualifications of the person in your firm who would be the key contact for King County if you were selected for this program.
- Provide the location(s) and description of your facilities and equipment that will be offered to provide services to county employees.
- Provide a description of the staffing structure for your program, including the certifications, expertise, skills, training and knowledge your instructors have. Provide your standards and processes for ensuring instructors are not only certified but highly capable of providing instruction and training.
- Provide reference materials on studies that document the efficacy of your methodology and program. Provide any statistics that support both your short and long term results.
- Describe any additional information you feel would be helpful to us in assessing your ability to successfully carry out this program.

PART E - Cost (Services and Fees)

- Provide a comprehensive overview of your fee schedule for classes, trainings and instruction. Identify the last time fees were changed. Also, please identify the timeframe fees are guaranteed.
- Provide any information regarding discounts offered the County. Include information on what the discount is, and under what conditions, if any, it applies.

PART F - References

- Provide a list of three employer clients (within the last three years) that we may contact for a reference. Please provide employer client name, services provided by your organization, length of relationship, contact name and phone number and email address.
- Provide information regarding your measure of program success.
- Provide a summary of the awards you have received and the basis for the award.

PART G - Availability & Ability to Meet King County Requirements

- Describe your business model and explain how your company will approach implementation of a healthy worksite program for King County.
- Detail your availability/ability to provide services that are tailored to King County requirements.

PART H - Insurance Requirements

The selected provider shall furnish Commercial General Liability in the amount of \$1,000,000 combined single limit, \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided if the instructor has employees.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insured.

PART I - Evaluation Process

A technical evaluation committee will review all responsive submittals and score them according to the numerical criteria listed below. This evaluation of the written submittals will have a possible maximum of 110 points. King County reserves the right to conduct interviews with the highest ranked responders. If this two-step process is used, the interviews will have a possible maximum of 30 points and the written and interview scores will be combined to determine the highest ranked vendor. Those providers selected, if any, to interview with the committee will be notified. Instructions for the interview will be given at the time of notification. Please arrive early so that the interviews can begin promptly.

PART J - Evaluation Criteria

Submittals will be evaluated on the following criteria:

<u>Category</u>	<u>Points</u>
1. Qualifications/Certifications/Experience and Equipment & Facilities to meet King County requirements:	40 points
2. Cost – of class sessions, and trainings:	30 points
3. Quality of References:	20 points
4. Availability/ability to provide services that are tailored to user requirements:	10 points
5. SEDB Rating Points (see Part M below)	10 points
Total	110 points

If an award is not made based on the written evaluations alone, interviews may be conducted with the top-ranked submitters in any given category. If interviews are held, they will be worth a total of 30 points. Final awards would then be based on the sum total of the written evaluation and interview point totals.

PART K - Submittal and Documentation Process

Qualifications are submitted as a means for King County to evaluate the provider's qualifications and experience to meet or exceed the selection criteria. Providers may submit qualifications on one or more categories listed above.

For each category, providers must submit complete, individual sets of responses. For example if a provider is submitting on Ergonomics Classes, Pilates Classes and Cycling Classes the provider must submit a total of 3 complete sets of all documentation, one for each category.

To better coordinate this project, the following dates are projected for planning purposes. The County reserves the right to change the dates as required.

August 24, 2006	The Request for Qualifications is advertised to the public
September 6, 2006	Pre-submittal meeting will be held in at 821 Second Ave, Seattle, and the Exchange Building, 8 th Floor Conference Room
September 7, 2006	Last day for potential submitters to submit written questions
September 14, 2006	Submittals are due at 2:00 p.m.
September 26, 2006	Possible Interviews for Submitters
October 5, 2006	Evaluation of submittals completed by the Technical Evaluation Team
October 30, 2006	Negotiations completed and contract awarded
November 15, 2006	Contract implemented and in place for use by King County employees

PART L - Selection Outcome and Follow-on Process

King County anticipates issuing individual three-year blanket contracts to multiple contractors. As a Term of Service Requirement, King County reserves the right at its sole option to amend the contract(s) for one-year renewals, up to a total contract term not to exceed three (3) years. Vendors selected and placed under contract will not be guaranteed a minimum level of work and will agree to be available on an as-needed basis.

Assignment, coordination and administration of the contracts will be the responsibility of the Health Reform Initiative team. This work section is responsible for the development, coordination and implementation of Health Reform Initiative programs and services on an as-needed basis for King County's various offices and departments. King County is comprised of approximately 13,500 employees.

The Health Reform Initiative team will recommend qualified vendors to the directors, managers and supervisors requesting the services. King County is at no time required to select from the pool of vendors. King County departments may elect to hire vendors through other competitive procurement processes.

King County retains the option of conducting additional procurements to add participants in these categories. Current providers that have their contracts extended will *not* be required to participate in these additional solicitations.

PART M – King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of rating points in the award of King County competitively bid contracts for the acquisition of technical services. The program is open to all firms that are certified as an SEDB by King County's Business Development and Contract Compliance Office.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address: <http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the BDCC office at (206) 205-0711.

In the evaluation of submittals, ten points will be allotted for SEDB participation. King County will count only the participation of SEDBs that are certified by King County at the date and time of submittal. After tabulation of the selection criteria points of all prime submitters, ten (10) points shall be added to the score of all submittals that meet at least one of the two following sub-criterion:

1. If the Prime submitter is a SEDB firm that anticipates performing work for the entire contract unassisted and includes the SEDB certification number on page one of this submittal.
2. If the Prime submitter is not an SEDB but will use SEDBs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their submission:

SEDB Certification Number	Sub-Consultant Name	Contact Name / Phone	Work to be performed	Percentage of Total Hours

SEDB participation shall be counted only for SEDBs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for

which the SEDB has the management and technical expertise to perform using its own workforce and resources.

SECTION III – EXHIBITS

Exhibit A – Special Use Permit (sample)

SECTION IV – REQUIRED FORMS

The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov.

SECTION V – King County Contract (Sample)

If a contract is awarded from this Request for Qualifications, it will contain the following contract language (Attachments/Exhibits noted below will be executed with the selected contractors):

Contract Number: <u>TBD</u>	Department: _____
Federal Taxpayer I.D.: _____	Consultant: _____
Amount: _____	Fund Source: _____
Duration: _____	To: _____
Services Provided: _____	

MASTER CONTRACT FOR HEALTH & FITNESS INSTRUCTION - 2006

THIS CONTRACT is entered into by **KING COUNTY** (the "County"), and _____ (the "Health Training Vendor"), whose address is _____. The County is undertaking certain activities related to exercise, diet and health instruction _____, and

the County desires to engage the Health Training Vendor to render certain services in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. SCOPE OF SERVICES

The Health Training Vendor shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

- | | |
|---|--------------------------------|
| <input type="checkbox"/> Scope of Services | Attached hereto as Exhibit...A |
| <input type="checkbox"/> Special Use Permit for On-site Facilities. | Attached hereto as Exhibit...B |
| <input type="checkbox"/> RFQ Number 147-06RLD | Attached hereto as Exhibit...C |
| <input type="checkbox"/> Response to RFQ 147-06RLD | Attached hereto as Exhibit...D |
| <input type="checkbox"/> Consultant Disclosure Form (K.C.C. 3.04) | Attached hereto as Exhibit...E |
| <input type="checkbox"/> Equal Benefits Compliance Declaration | Attached hereto as Exhibit...F |
| <input type="checkbox"/> Personnel Inventory Report (K.C.C. 12.16) | Attached hereto as Exhibit...G |
| <input type="checkbox"/> Affidavit of Compliance (K.C.C. 12.16) | Attached hereto as Exhibit...H |
| <input type="checkbox"/> Disability Assurance of Compliance/Section 504 | Attached hereto as Exhibit...I |
| <input type="checkbox"/> Statement of Compliance (K.C.C 12.16) | Attached hereto as Exhibit...J |
| <input type="checkbox"/> Certificate(s) of Insurance and Policy Endorsement | Attached hereto as Exhibit...K |
| <input type="checkbox"/> W9 Form (if required) | Attached hereto as Exhibit...L |
| <input type="checkbox"/> List of Sub-consultants and/or Suppliers (if applicable) | Attached hereto as Exhibit...M |

II. DURATION OF CONTRACT

This Contract shall commence on the _____ day of _____, 2006, and shall terminate on the _____ day of _____, _____, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. SCOPE OF WORK

The Health Training vendor (Vendor) shall make contractors available for classes to be conducted at County facilities upon request. Onsite worksite and off worksite instruction, trainings and classes may include:

- Ergonomics Classes
- General Wellness Classes
- Nutrition Classes
- Pilates Classes
- Stretching Classes
- Stress Management Classes
- Tai-Chi Classes
- Yoga Classes

The Vendor shall also make classes available at the Vendor's facilities at discounted group rates. Off-site classes shall include:

- Cycling Classes
- Strength Training Classes

The Vendor shall provide certified contractors who emphasize safe, effective and inspiring classes, while teaching a program of exercise for maintaining fitness and health.

The Vendor shall provide appropriate guidelines for determining participants who need to be evaluated by qualified health professionals.

The Vendor shall also provide guidelines for determining reasonable activity goals and safety of participants; and reports to King County to include but not be limited to a customer satisfaction survey, and the number of participants starting and finishing the sessions.

The Vendor will schedule classes as requested by a county agency and approved by the Health Reform Initiative program.

The details of the Vendor's scope of work will be defined in the Work Order to be executed by the parties for the specific instruction and/or class(es) to be provided by the County under this Contract.

IV. COUNTY ON-SITE FACILITIES - SPECIAL USE PERMIT

All exercise classes under this contract shall be conducted in a facility space selected for this purpose by agreement of the Vendor and King County. The Vendor has applied for and received a Special Use Permit for those spaces, which is attached as Exhibit B. The classes will be conducted according to the terms and conditions of the Special Use Permit.

V. ORDERING HEALTH CLASSES

A Department or Agency of King County Government may order and schedule a particular class or series classes as approved by the Health Reform Initiative Executive Oversight Committee.

VI. COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract in an amount not to exceed the amount agreed upon by the Work Order specifying the services provided.
- B. The Health Training Vendor shall submit its final invoice and such other documents as are required pursuant to this Contract within ten (10) calendar days of completion of the Scope of Services. Unless waived by the County in writing failure by the Health Training Vendor to submit the final invoice and required documents will relieve the County from any and all liability for payment to the Health Training Vendor for the amount set forth in such invoice or any subsequent invoice.
- C. If the Health Training Vendor fails to comply with any terms or conditions of this Contract or to provide in any manner the work or services agreed to herein, the County may withhold any payment due the Health Training Vendor until the County is satisfied that corrective action, as specified by the County, has been completed. This right is in addition to and not in lieu of the County's right to terminate this Contract as provided in Section VII below.

VII. TERMINATION

- A. This Contract may be terminated or revoked by the County at any time with or without cause, in whole or in part. Health Training Vendor provided the County provides the Health Training Vendor with 10 calendar days notice of such termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Health Training Vendor shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- B. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

VIII. MAINTENANCE OF RECORDS

- A. The Health Training Vendor shall maintain, and shall require any sub-Contractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Health Training Vendor shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the

Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

- C. Health Training Vendor will not disclose any protected health information except in compliance with state and federal law regarding the disclosure of protected health information
- D. The Health Training Vendor shall provide access to its facilities, including those of any sub-Contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.
- E. The Health Training Vendor agrees to cooperate with the County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- F. King County anticipates issuing individual three-year blanket contracts to multiple contractors. As a Term of Service Requirement, King County reserves the right at its sole option to amend the contract(s) for one-year renewals, up to a total contract term not to exceed three (3) years. Vendors selected and placed under contract will not be guaranteed a minimum level of work and will agree to be available on an as-needed basis.
- G. The agency or department does not have authority to contractually bind the County and any work order or change order must be executed by an authorized representative of King County which is hereinafter referred to as the County's Contract Representative.
- H. Assignment, coordination and administration of the contracts will be the responsibility of the Health Reform Initiative team. This work section is responsible for the development, coordination and implementation of Health Reform Initiative programs and services on an as-needed basis for King County's various offices and departments. King County is comprised of approximately 13,500 employees.

The Health Reform Initiative team will recommend qualified vendors to the directors, managers and supervisors requesting the services. King County is at no time required to select from the pool of vendors. King County departments may elect to hire vendors through other competitive procurement processes.

King County retains the option of conducting additional procurements to add participants in these categories. Current providers that have their contracts extended will *not* be required to participate in these additional solicitations.

IX. CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Health Training Vendor has failed to comply with any terms or conditions of this Contract or the Health Training Vendor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Health Training Vendor in writing of the nature of the breach;
- B. The Health Training Vendor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Health Training Vendor's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

- C. The County will notify the Health Training Vendor in writing of the County's determination as to the sufficiency of the Health Training Vendor's corrective action plan. The determination of sufficiency of the Health Training Vendor's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Health Training Vendor does not respond within the appropriate time with a corrective action plan, or the Health Training Vendor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV;
- E. In addition, the County may withhold any payment owed the Health Training Vendor or prohibit the Health Training Vendor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV.

X. ASSIGNMENT/SUBCONTRACTING

- A. The Health Training Vendor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Health Training Vendor not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Health Training Vendor and a Sub-Contractor or between Sub-Contractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

XI. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Contract, the Health Training Vendor is an independent Contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Health Training Vendor, its employees and/or others by reason of this Contract. The Health Training Vendor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Health Training Vendor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Health Training Vendor of work, services, materials, and/or supplies by Health Training Vendor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Health Training Vendor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Health Training Vendor, its officers, employees, agents, and/or representatives. This duty to repay shall

not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

- C. The Health Training Vendor agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Health Training Vendor agrees for itself, its successors and assigns to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Health Training Vendor's exercise of rights and privileges granted by this Permit. The Health Training Vendor's obligation under this section shall include: a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Health Training Vendor, the concurrent negligence of both parties, or the negligence of one or more third parties. b) The duty to promptly accept tender of defense and provide defense to the County at the Health Training Vendor's own expense. c) Indemnification of claims made by the Health Training Vendor's own employees or agents. d) Waiver of the Health Training Vendor's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.
- D. In the event it is determined that RCW 4.24.115 applies to this agreement, the Health Training Vendor agree to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Health Training Vendor's negligence. Permittee agrees to defend, indemnify, and hold harmless the County for claims for employees and agrees to waiver of its imunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.
- E. Special use Permits
- In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Health Training Vendor. In addition King County shall be entitled to recover from the Health Training Vendor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

XII. INSURANCE REQUIREMENTS

By the date of execution of this Contract, the Health Training Vendor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, including products-completed operations which may arise from, or in connection with, the performance of work hereunder by the Health Training Vendor, its agents, representative, employees, and/or sub-Contractors. The Health Training Vendor or sub-Health Training Vendor shall pay the cost of such insurance. The Health Training Vendor may furnish separate certificates of insurance and policy endorsements from each sub-Health Training Vendor as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Health Training Vendor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Health Training Vendor under this contract. The Health Training Vendor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

Minimum Scope Of Insurance

Coverage shall be at least as broad as:

A. General Liability:

Insurance Services Office form number (CG 00 01 Ed. 11-88 or its equivalent) covering **COMMERCIAL GENERAL LIABILITY** including Products and Completed Operations.

B. Automobile Liability:

Insurance Services Office form number (CA 00 01 Ed. 12-90 or its equivalent) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

C. Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

D. Employers Liability or "Stop-Gap":

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

Minimum Limits of Insurance

The Health Training Vendor shall maintain limits no less than, for:

- A. General Liability: **\$1,000,000** combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a **\$2,000,000** aggregate limit.
- B. Automobile Liability: **\$1,000,000** combined single limit per accident for bodily injury and property damage (applicable only if the contractor must travel by automobile while conducting work under this contract).

C. Workers' Compensation: Statutory requirements of the State of residency.

D. Employers' Liability or "Stop Gap" coverage: **\$1,000,000**

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Health Training Vendor's liability to the County and shall be the sole responsibility of the Health Training Vendor.

Other Insurance Provisions

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

A. All Liability Policies except Workers Compensation and Professional Liability:

1. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Health Training Vendor in connection with this Contract.
2. The Health Training Vendor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Health Training Vendor's insurance or benefit the Health Training Vendor in any way.
3. The Health Training Vendor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

B. All Policies:

1. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) calendar days prior written notice, has been given to the County.

Acceptability of Insurers

Unless otherwise accepted by the County:

Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time of the foregoing policies fail to meet minimum requirements, the Health Training Vendor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

Verification of Coverage

The Health Training Vendor shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Contract. The County reserves the rights to require complete, certified copies of all required insurance policies at any time.

If Professional Liability coverage is required under this contract, the Certificate of Insurance provided by the Health Training Vendor shall specifically state that the activities required under Contract #(TBD) are included under this policy.

A. Sub-Contractors

The Health Training Vendor shall include all sub-Health Training Vendors as insureds under its policies, or shall require separate certificates of insurance and policy endorsements from each sub-Health Training Vendor. Insurance coverages provided by sub-Contractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

XI. EQUAL BENEFITS TO EMPLOYEES WITH DOMESTIC PARTNERS

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form.

Compliance with Ordinance 14823 is a mandatory condition for execution of the contract. The EB compliance forms and Ordinance 14823 are available online at:

http://www.metrokc.gov/procurement/resources/forms_eb.aspx.

XII PART 1 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. Nondiscrimination in Employment and Provision of Services. During the performance of this Contract, neither the Health Training Vendor nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16, 12.17 and 12.18 are incorporated herein by reference, and such requirements shall apply to this Contract.

B. Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of this Contract, the Health Training Vendor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-Health Training Vendors and suppliers, the Health Training Vendor shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, creed, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

C. Compliance with Laws and Regulations. The Health Training Vendor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, the American with Disabilities Act and the Restoration Act of 1987. The Health Training Vendor shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

D. Small Economically Disadvantaged Businesses and Minority and Women Business Enterprises Opportunities - King County encourages the Health Training Vendor to utilize small businesses, including Small Economically Disadvantaged Businesses (SEDBs) and Minority-owned and Women-owned Businesses Enterprises (M/WBEs) in County contracts. The County encourages the Health Training Vendor to use the following voluntary practices to promote open competitive opportunities for small businesses, including SEDBs and M/WBEs:

1. Inquire about King County's Contracting Opportunities Program. Application materials are available at the following Web-site address:
<http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm>. Telephone 206-205-0711, TTY: Relay 711, for more information

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) using rating points in the award of King County competitively bid contracts for the acquisition of technical services. The program is open to all firms SEDB certified by King County's Business Development and Contract Compliance Office.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as the Directory of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Web-site address:
<http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the BDCC office at 206-205-0711.

2. King County's Directory of Certified Small Economically Disadvantaged Businesses (SEDBs) as an available resource to identify small businesses. The directory is available on the King County Contracting Opportunities Program Web site at the following address:
<http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the BDCC office at 206-205-0711, TTY: Relay 711.
3. Contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) to obtain a list of certified M/WBEs by visiting their Web-site at www.omwbe.wa.gov or by telephone 360-704-1181

4. Use the services of available community organizations, Health Training Vendor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SEDBs and M/WBEs.
- E. Equal Employment Opportunity. The Health Training Vendor will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- F. Fair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Health Training Vendor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupational qualification;
 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 5. Employer, employment agency or a labor organization to retaliate against any person because that person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification;
 7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring employees speak only English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

G. Record-Keeping Requirements and Site Visits. The Health Training Vendor shall maintain, for at least 6 years after completion of all work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
2. Records, including written quotes, bids, estimates or proposals submitted to the Health Training Vendor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to sub-Health Training Vendors and suppliers in this Contract, including employment records.

The County may visit, at any time, the site of the work and the Health Training Vendor's office to review the foregoing records. The Health Training Vendor shall provide every assistance requested by the County during such visits. In all other respects, the Health Training Vendor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Health Training Vendor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

H. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Health Training Vendor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

XIII. PART 2 - REQUIRED SUBMITTALS

A. Required Submittals Prior to Contract Execution. All Health Training Vendors entering into a contract or agreement with King County shall submit the following forms within ten days after the bidder receives a notice of selection:

1. All Miscellaneous Service contracts, regardless of value, shall include the following form:
A 504/ADA Disability Assurance of Compliance in accordance with Section XIII of this contract, on the form provided by the County.
2. All Technical Service contracts exceeding \$2,500 in contract value shall include the following forms:
A King County Health Training Vendor Disclosure Form in accordance with Section X of this contract, on the form provided by the County.
3. When a contractor has reached \$25,000 in total overall contract value from King County in a given year, regardless of source, the Health Training Vendor shall submit the following forms:
 - a. A Personnel Inventory Report on the form provided by the County.
 - b. An Affidavit and Certificate of Compliance demonstrating the Health Training Vendor's commitment to comply with the provisions of KCC Chapter 12.16.
 - c. If required, a Statement of Compliance – Union or Employee Agency Statement with King County Code Chapter 12.16.
 - d. List of Sub-Health Training Vendors (if applicable).

- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in paragraph A above.
- C. Required Submittals Upon Completion of Work. Final Affidavits of Amounts Paid (if applicable). Upon completion of work and as a condition precedent to final payment, the Health Training Vendor shall submit a Final Affidavit of Amounts Paid to King County Business Development and Contract Compliance Section. Identify amounts actually paid, and any amounts owed, to each sub-Contractor and/or supplier for performance under this Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. Contact King County Business Development and Contract Compliance section for assistance with the requirements of this section at 206-205-0700 TTY: Relay 711.

Other assistance is available by contacting the King County Procurement and Contract Services Section at the address below

Procurement and Contract Services Section
821 Second Avenue, 8th Floor
Seattle, WA 98104
Phone: 206-263-4266 / 206-263-4267 TTY: Relay 711

XIV. PART 3 – COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICAN WITH DISABILITIES ACT OF 1990

The Health Training Vendor has completed a Disability Self-Evaluation Questionnaire for all programs and services offered by the Health Training Vendor (including any services not subject to this Contract); and has evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act ("ADA"). The Health Training Vendor has completed a 504/ADA Disability Assurance of Compliance and it is attached as an exhibit to this Contract and is incorporated herein by reference.

XV. PROPRIETARY RIGHTS

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Health Training Vendor, which are modified for use in the performance of this Contract.

XVI. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

In accordance with King County Code 10.16, Health Training Vendors are required to use recycled and recyclable products, and both sides of paper sheets for printed and photocopied materials, whenever practicable, in fulfilling contractual obligations to the County.

XVII. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XVIII. PUBLIC DISCLOSURE OF CONTRACTS

This Contract shall be considered a public document and will be available for inspection and copying by the public.

If the Health Training Vendor considers any portion of the items delivered to King County to be protected under law, the Health Training Vendor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Health Training Vendor of the request and allow the Health Training Vendor and allow the Health Training Vendor ten (20) days to take whatever action it deems necessary to protect its interests. If the Health Training Vendor fails or neglects to take such action within said period, the County will release the portions of the Submittal deemed subject to disclosure. By submitting a Contract, the Health Training Vendor assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure. Health Training Vendor's failure to specifically identify items as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET" will not diminish Health Training Vendor's proprietary rights in its trade secrets and other confidential information identified in this Contract (including all Attachments and Exhibits), or otherwise identified, as trade secrets and/or confidential information; provided, if Health Training Vendor fails to specifically label protected items, King County will not be liable to Health Training Vendor for inadvertently releasing such items pursuant to a disclosure request.

XIX. NOTICES

Whenever this Contract provides for notice to be provided by one party to another such notice shall be in writing.

Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

KING COUNTY:

Department/Agency Name
(Please type or print)

Address Line 1 (Please type or print)

City, State, Zip Code (Pls. type or print)

()

Telephone Number (Please type or print)

HEALTH TRAINING VENDOR:

Health Training Vendor Name
(Please type or print)

Address Line 1 (Please type or print)

City, State, Zip Code (Pls. type or print)

()

Telephone Number (Please type or print)

()

FAX Number (Please type or print)

XX. CONTRACT AMENDMENTS

Either party may request changes to this contract. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this contract.

End of Contract Sample

SECTION VI – BID SUBMITTAL CHECKLIST

- A. One (1) signed copy of entire RFQ package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of qualification submittal response marked “Original.”
- D. Three (3) copies of qualification submittal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

U R G E N T – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
U R G E N T	 King County King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	Bid No. RFQ 147-06RLD
	Bid Title Health Reform Initiative Master Contract
	Due Date
	Vendor
U R G E N T	

EXHIBIT A

KING COUNTY
Department of Construction and Facilities Management
Property Services Division
500 King County Administration Building
500 Fourth Avenue
Seattle, WA 98104 (206) 296-7456 Fax (206) 296-0196

SPECIAL USE PERMIT

Use of County-owned Property

PERMIT NUMBER:	FILE NO:	DATE:	
PERMITEE:			
DAY PHONE: _____ OTHER/FAX PHONE: _____			
PURPOSE:			
LEGAL DESCRIPTION ¼ Sec Twp Rge Account No. Kroll Page			
EXPIRATION: This permit shall not be valid for more than _____ and expires on the _____ day of _____			
PERMIT FEE:	\$ _____	INSPECTION FEE:	\$ _____
ADMINISTRATIVE FEE:	\$ _____	PLAN REVIEW FEE:	\$ _____
LAND USE FEE:	\$ _____	OTHER FEE:	\$ _____
BOND AMOUNT:	\$ _____	INSURANCE AMOUNT:	\$ _____
Permittee MUST notify		At:	
By this permit King County authorizes the use of the above describe property: Custodial Approval _____ Date _____ Property Services Approval _____ Date _____ The Permittee agrees to comply with the terms and conditions contained herein. SEE REVERSE SIDE FOR TERMS AND CONDITIONS Signature of Permittee _____ Date _____			

NOTE: Permit not valid without all necessary signatures and expiration date.

Ordinance 4099, King County Code 14.46

TERMS AND CONDITIONS

1. **PERMIT REVOCATION:** This Permit is revocable at any time by King County. The right to revoke is expressly reserved to King County.
2. **INDEMNITY AND HOLD HARMLESS.** The Permittee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Permittee agrees for itself, its successors and assigns to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Permittee's exercise of rights and privileges granted by this Permit. The Permittee's obligation under this section shall include: a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Permittee, the concurrent negligence of both parties, or the negligence of one or more third parties. b) The duty to promptly accept tender of defense and provide defense to the County at the Permittee's own expense. c) Indemnification of claims made by the Permittee's own employees or agents. d) Waiver of the Permittee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Permittee.

In the event it is determined that RCW 4.24.115 applies to this agreement, the Permittee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Permittee's negligence. Permittee agrees to defend, indemnify, and hold harmless the County for claims by Permittee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

3. **ANTI-DISCRIMINATION:** In all hiring or employment made possible or resulting from this Permit, there shall be no discrimination against any employee or applicant for employment because of race, color, ancestry, religion, national origin, age, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap in an otherwise qualified handicapped person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Permit on the grounds of race, color, ancestry, religion, national origin, age (except minimum age and retirement provisions), sex, sexual orientation, marital status, parental status, the presence of any sensory, mental or physical handicap, or the use of a trained guide-dog by a blind or deaf person. Any violation of this provision shall be considered a violation of a material provision of this Permit and shall be grounds for cancellation, termination or suspension in whole or in part of the Permit by the County, and may result in ineligibility for further County permits.
4. **NON-EXCLUSIVE RIGHT:** This Permit shall not be deemed or construed to be an exclusive right. It does not prohibit the County from granting any other permits to other public or private entities, nor shall it prevent the County from using any public place for any and all public use or affect its jurisdiction over any part of them.
5. **ASSESSMENTS:** Permittee shall be required to pay any general or special assessments incurred by King County which are directly attributable to or arising from any actions, occupancy, or usage authorized herein.
6. **TERMINATION:** The Permittee may terminate the Permit by written notice to the Manager of Real Estate Services Section. Upon revocation, termination, or abandonment, the Permittee shall remove at his expense all facilities placed on said property by the Permittee, and restore the premises to a condition which is equivalent in all respects to the condition existing prior to installation of the facilities, or to a condition which is satisfactory to the County. If the Permittee has not accomplished removal and restoration at the end of a ninety-day period following the effective date of revocation, termination, expiration, or abandonment, the County may accomplish all of the necessary work and charge all of the costs to the Permittee.
7. **RESTORATION:** After completion of work authorized by this Permit, the Permittee shall restore the property to a condition which is equivalent in all respects to the condition of the property prior to starting work, or a condition satisfactory to King County. If the Permittee delays the restoration beyond expiration of the Permit, the County may accomplish all the necessary work and charge all the costs to the Permittee.

8. REPAIRING DAMAGE BY PERMITTEE: In the event that damage of any kind is caused by the Permittee in the course of performing work authorized by this Permit, Permittee will repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the County agent. If the County determines it is necessary, the County may accomplish the work and charge all the costs to the Permittee.
9. ABATEMENT OF UNSAFE CONDITIONS: The County representative may at any time, do, order, or have done all work considered necessary to restore to a safe condition any area described in Permit left by the Permittee in a condition dangerous to life or property. The Permittee shall pay, upon demand, to the County all costs of such work, materials, etc. Nothing in this section shall relieve the Permittee of duties under Terms and Conditions No. 2 above.
10. RIGHTS RESERVED TO COUNTY - CONFORMANCE AND PAYMENT OF COST REQUIRED: The County reserves the right to use, occupy, and enjoy its property for such purposes as it shall desire including, but not limited to, constructing or installing structures and facilities on the property, or developing, improving, repairing or altering the property. The Permittee, upon written notice, will at his own cost and expense remove, repair, relocate, change or reconstruct such installations to conform with the plans of work contemplated or ordered by the County according to a time schedule contained in the written notice.
11. NOTICE: Permittee agrees to obtain information from other utility operators regarding the location and current status of their installations before starting work. Property owners adjoining, or in proximity to, the project as described herein shall be notified by Permittee when such property is exposed to the possibility of injury or damage through performance of work on the project authorized by this Permit. Permittee shall make all advance arrangements necessary to protect such property or utility from injury or damage.
12. OTHER APPLICABLE LAWS: Issuance of this Permit does not in any way relieve the Permittee from complying with any other applicable laws in performing the work subject to this Permit.
13. RE-ENTRY: After completion of work authorized by this Permit, if the Permittee desires to re-enter upon the property described herein for any reconstruction, notice shall be provided in advance to King County together with the plans and specifications for the work proposed, and shall not be permitted without the County's consent.
14. TITLE: This Permit grants only the right to use King County's interest in the herein described property, and the granting of this Permit is not a warranty that good title to any specific property is vested in King County.
15. SPECIAL TERMS AND CONDITIONS: **SEE ATTACHED SHEET(S), IF ANY**